

2023-2024
Negotiated Agreement
between
Independent School District, No. 14
of Tulsa County, Oklahoma
and the
Liberty Support Association

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PROCEDURAL AGREEMENT

ARTICLE I. AGREEMENT CLAUSE

This agreement is made and entered into this 14th day of July, 2023 by and between the Liberty Support Association and the Liberty Board of Education of Independent School District Number 14 of Tulsa County, Oklahoma.

ARTICLE II. PURPOSE

- 2.1 Attainment of the objectives of the education program requires mutual understanding and cooperation among the Board, Administration, Teachers, and support personnel. Thus, good faith negotiations between the board and LSA with a free and open exchange of views is desirable. It is the purpose of this procedural agreement to establish an orderly process of negotiations to open communications between support personnel employees and the school district.

ARTICLE III. RECOGNITION

- 3.1 This agreement is made and entered into by and between the Liberty Support Association, hereinafter termed "the Association" and the Board of Education of Liberty Public Schools, hereinafter termed "the Board".
- 3.2 The Board hereby recognizes the Association as the exclusive bargaining unit for all support employees for negotiations. Any person who desires not to be represented by the Association may so state in writing to the Board.

3.3 DEFINITIONS

Association- LSA, which is the exclusive bargaining agent for the bargaining unit.

Board - the governing Board of Education of the School District of Liberty.

Days - calendar days except when otherwise indicated in the agreement.

District - the employer known as the Independent School District, No. 14 of Tulsa County, Oklahoma or Liberty School District.

Employee - a person who is a member of the bargaining unit as a support employee.

Employer - the same as District.

Immediate Supervisor - the supervisor to whom the employee directly reports.

ARTICLE IV SCOPE OF BARGAINING

- 4.1 The Board and the Association agree to negotiate in good faith on wages, hours, extra-duty stipends, fringe benefits, and other terms and conditions of employment.
- 4.2 The Board retains and reserves unto itself, without limitations, all powers, rights, and authority conferred upon and vested in it by State and Federal Law, including the right to make policy, rules, and regulations which are not inconsistent with the Negotiated Agreement.
- 4.3 There shall be no negotiations on inherent managerial responsibilities including but not limited to the functions and programs of the District, the establishment of the District's budget, the organizational structure of the schools, and the selection of personnel.

ARTICLE V. NEGOTIATIONS PROCEDURES

- 5.1 Employees or groups of employees represented by LSA shall not bargain individually or collectively with the Board concerning any terms or provisions of the negotiations agreement except through the duly designated LSA negotiation representatives in regular negotiation sessions. This agreement includes all employees except for Directors and Central Office staff from representation through LSA.
- 5.2 All meetings shall be outside the regular work hours and shall not exceed two hours. All proposals shall be presented in writing by each party in the first meeting.
- 5.3 Both parties shall each exchange in writing, before the first negotiation session, the names of not more than three representatives. Negotiations shall be conducted in a closed session.
- 5.4 Each party agrees to furnish the other party with information requested, pertaining to the items for negotiations, provided the information is available. Requests for information shall be submitted in writing by the spokesperson of each party.

- 5.5 The request for negotiations shall be by email.. The written requests shall be submitted no later than May 15th of each year. The proposals requested for negotiations shall be within the scope of negotiable items as prescribed by law.
- 5.6 When agreement is reached between the negotiating parties on any proposal, it shall be reduced to writing prior to the adjournment of the meeting at which such agreement was reached, signed by the spokesperson of each team, and marked "Tentative Agreement".
- 5.7 When final and total agreement is reached on the total package, it shall be submitted by LSA to support employees for ratification. LSA will notify the President of the Board of the results of the ratification not later than fifteen (15) days after the final agreement has been reached by the bargaining party. After ratification by LSA, the Board will be presented the agreement at the next meeting allowable by the agenda policy. Upon ratification by both parties, the written agreement shall be signed by the President of the Board and by the President of LSA. The terms of the agreement shall then be implemented and be binding on both parties until superseded by a subsequent agreement.

ARTICLE VI. IMPASSE

- 6.1 If negotiations are not successfully concluded by the first day of school, impasse shall exist. At any earlier time either party may declare impasse. Upon reaching the impasse, the items causing the impasse shall be referred to a three-member committee.
- 6.2 The fact-finding committee consisting of three (3) members shall be formed. One (1) member shall be selected by the Association, and one (1) member shall be selected by the Board within five (5) days. The third member shall be selected by the first two (2) members as follows: The parties shall notify the State Superintendent of Public Instruction that a Fact finder is needed and request a list of potential fact finders from the State Superintendent. If no name on the list is agreeable to both parties, a coin toss shall occur with the party winning the toss having the right to strike a name from the list until only one name remains. The person whose name remains on the list will serve as the chairperson of the fact finding committee.

- 6.3 Within five (5) days after the selection of the chairman, the representatives who have been negotiating for the Board and for the Association shall meet to exchange written language on each item at impasse. The exchanged documents shall also be furnished by each party to the chairman and other members of the committee.
- 6.4 The chairman shall convene the committee for fact finding. This committee shall meet with the representatives of both parties. Within twenty (20) days after the chairman is selected, the committee shall present written recommendations to the local Board and to the Association.
- 6.5 If either party decides it must reject any one, or more, of the committee's recommendations, said party must, within seven (7) days after the committee has presented its recommendations, request a meeting of the representatives who have been negotiating for the Board and for the Association. The parties shall meet with-in seven (7) days of the request, unless both parties deem it unnecessary. At such meeting, the representatives shall exchange written statements expressing each party's rationale for rejecting each recommendation found unacceptable and shall attempt to clarify any remaining differences. The representatives shall then resume good faith effort to resolve the remaining differences; provide, after fourteen (14) days after the exchange of the written statements, either party may discontinue such effort.
- 6.6 The costs for the services of the fact-finding committee, including per diem expenses, if any, and actual and necessary travel expenses shall be shared in the following manner: the Board shall assume the expenses of the Board representative, the Association shall assume the expenses of the Association representative, and the expenses of the third member shall be shared equally by the Board and the Association.
- 6.7 The Board shall file a copy of the fact-finding report with the office of the State Superintendent of Public Instruction. If the effort to resolve differences is successful, the parties shall draft a written agreement and present the agreement to both parties for ratification, and upon ratification such agreement shall also be forwarded to the State Superintendent. If the effort to resolve differences is unsuccessful, the Board shall forward to the State Superintendent in writing its final disposition of the negotiations impasse process within thirty (30) days of the effective date of implementation.

ARTICLE VII DURATION

- 7.1 This agreement shall become effective immediately after receipt by the Association, from the Board, of the written notice to the effect that the Agreement has been ratified by the Board. The Board shall take no action upon ratification of the Agreement until it has received written notice from the Association that a majority of the employees in the bargaining unit represented the Association voting in an election conducted by the Association has ratified the Agreement.
- 7.2 This Agreement shall be automatically extended into successive fiscal year periods as long as the Association continues as the exclusive negotiating representative of the support personnel.

ARTICLE VIII SEVERABILITY CLAUSE

- 8.1 In the event that any provision(s) of this agreement or any application of this agreement to any employee or group of employees is held, by a court of competent jurisdiction, to be contrary to law, now or hereinafter enacted or ensued, then such provisions or applications shall be inoperative but all other provisions of this Agreement shall continue to effect.
- 8.2 Upon request of LSA or the Board within ten (10) working days of such finding both parties shall meet for the sole purpose of negotiating a legally permissible replacement for the provisions affected.
- 8.3 If a change in status of decision of a court of law results in increased or improved benefits to the employees, the change will be incorporated.
- 8.4 This Agreement shall not lessen the legal rights, obligations, and powers of the Board.

ARTICLE VIII NO STRIKE CLAUSE

- 9.1 The procedure provided herein for resolving impasse shall be the exclusive recourse of the Association. It shall be illegal and a violation of this agreement for the Association or the members of the bargaining unit to strike or threaten to strike as a means of resolving differences with the Board.

- 9.2 It shall also be a violation of this agreement for the Association or the members of the Bargaining Unit to strike for any reason during the term of a contract negotiated in accordance with the provisions of this agreement.

ORGANIZATIONAL RIGHTS AND PRIVILEGES

1. The Association shall be allowed the use of employee mailboxes for the purposes of internal communications. The Association Building Representative or their designee may place items in the mailboxes at their respective sites.
2. LSA may hold meetings in District-Owned buildings, upon approval by an administrator.
3. LSA shall also have access to District-Owned printing and copy equipment in each building. Supplies used for LSA publications shall be furnished or paid for by LSA at \$.8 cents a copy.
4. The Board shall provide the LSA president with a copy of the agenda of every Board meeting at the time the agenda is distributed. The Board shall provide the LSA president with copies of the minutes of each Board meeting at the same time copies are made available to the administration staff.

INDIVIDUAL RIGHTS

A. WORK DAY

Secretary: workday will follow the board approved calendar.

Secretaries' work day will be 8 ½ hours on a regular work day.

Para/Teacher Assistant: work day will follow the board approved calendar.

Para/TA work day will be 8 hours on a regular work day.

Lunch Time: All full-time personnel will have a twenty (20) minute, duty-free, lunch within their work day. This is to be worked out between the building administrator and the employee.

B. REQUIRED EXPENSES FOR EMPLOYEES

Secretaries will be given a cell phone stipend of \$15.00 per month.

C. REPRESENTATION

An Association Representative may be present in the event of a grievance, investigation or disciplinary action.

GRIEVANCE PROCEDURE

A. Definitions

1. **Grievance:** A claim by the member of the bargaining unit, a class of members of the bargaining unit, or the Association that there exists a dispute or disagreement regarding the application or interpretation of any term of condition of employment.
2. **Grievant:** The member or members of Association making the claim. A grievance may be represented at all stages of the grievance procedure by himself/herself or at his/her option by a representative.
3. **Association:** The LSA
4. **Board:** the Liberty Public Schools Board of Education
5. **Days:** Shall mean work days (week days excluding Saturday and Sunday or recognized holidays).
6. **Computation of Time:** The computation of any time period prescribed herein shall begin with the filing of the grievance at the appropriate level. The last day of the time period shall be included unless it is a Saturday, Sunday, or holiday.
7. **Time Limits:** The number of days indicated at each level shall constitute the maximum. However, the time limits may be extended by mutual agreement.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems that may arise in the work environment.

C. PROCEDURE

- Step 1 The parties acknowledge that it is most desirable for an employee and his/her immediate supervisor to resolve problems informally. The grievant(s) or the Association shall present the complaint to the immediate supervisor within thirty (30) days following the act, cognition, or first knowledge of the basis for the complaint.
- Step 2 If the grievant(s), or Association, is dissatisfied with the resolution at the informal level, the parties may submit the grievance in writing to the supervisor within ten (10) days following the meeting at Step 1. The supervisor shall within ten (10) days provide the aggrieved party a written answer along with rationale if denied.
- Step 3 If the grievant(s), or Association, is not satisfied with the disposition of the grievance at Step 2, then the grievant(s), or Association, may appeal the grievance to the Superintendent level within ten (10) days following the receipt of the supervisor's response or expiration of the timeline for the supervisor's response at Step 2. Within ten (10) days of receiving the grievance, the Superintendent shall call a hearing to allow the party(ies) to state the grievance and give testimony, documentation, and rationale for requesting the relief sought. The Superintendent shall issue his/her written decision, along with the rationale if denied, within ten (10) days of the grievance hearing at Step 3.
- Step 4 If the grievant(s), or Association, is not satisfied with the disposition of the grievance at Step 3, or if no disposition has been rendered at Step 3, the grievant (s), or Association, may refer the grievance to the Board within ten (10) days following receipt of the Superintendent's response or expiration of the timeline for the Superintendent's response at Step 3. At the next regular board meeting or a special board meeting called for that purpose, the party(ies) shall be given the opportunity to state the grievance and give testimony, documentation, and rationale for requesting the relief sought. The Board shall issue its written decision, along with the rationale if denied, within ten (10) days of the grievance hearing at Step 4.

D. Rights to Representation

One Association representation may be present at the option of the grievant for any meetings, hearings, or other proceeding relating to employee complaints or grievances that have been formally filed. In the event the Association representative is not present, the results of grievance will be forwarded to the Association president.

The Association reserves the right to file Association grievances without identification of any individual(s) and fully access this procedure through all levels.

E. Individual Rights

1. Nothing contained herein shall be construed as limiting the right of any non certified employee having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association. The disposition must not be inconsistent with the bargaining agreement between the Board and the Association, nor shall such disposition have an adverse impact on the bargaining unit.

2. No reprisals of any kind shall be taken against any member of the bargaining unit by the Board of Administration for exercising his/her rights under the grievance procedure.

LIBERTY PUBLIC SCHOOLS
Support Employee Grievance Form

Step	
2	_____
3	_____
4	_____
#	_____

TO: _____ **FROM/RETURN TO:** _____

DATE (__ of presentation; __ of mailing): _____

CERTIFIED MAIL NO. (if mailed) _____

RESPONSE DUE: 10 days from receipt (working days during support employee work year;
Weekdays except holidays outside school year) _____

DATE OF OCCURRENCE: _____

ALLEGED DISPUTE OR DISAGREEMENT REGARDING THE APPLICATION OR
INTERPRETATION OF A TERM AND CONDITION OF EMPLOYMENT:

STATEMENT OF GRIEVANCE:

RELIEF REQUESTED:

ADMINISTRATION/BOARD RESPONSE AND REASON(S):

SUPERINTENDENT/DESIGNEE SIGNATURE

DATE

PLEASE RETURN BY THE DUE DATE TO: _____

D. VACANCIES AND TRANSFERS

The District will notify support staff of new positions or vacancies through school email. Current support staff will be given three (3) days to apply for an open position before it may be filled.

E. REASSIGNMENT PROCEDURES

Any support employee whose assignment will be changed for the ensuing school year will be given written or verbal notification of the reassignment as soon as determined by the administration. If there is a pay discrepancy then the support employee must be notified in writing.

Any support employee whose assignment changes after the ending of the school year will be personally notified by the Building Administrator as soon as possible. If there is a pay discrepancy then the support employee must be notified in writing.

F. CHAIN-OF-COMMAND

The Superintendent is the Chief Executive Officer of the district. Building Principals report directly to the Superintendent and Assistant Principals (if applicable) report directly to their Building Principal. For the purpose of delineating the chain of communication when an administrator in the chain of command is absent from the premises, non-administrator employees who are generally not tied to a class will be named as the person to report issues, and they will communicate with the senior most administrator who is on campus for direction and possibly action. Issues which do not require immediate attention will normally be handled when the building principal is back on campus.

G. DRESS CODE

1. Support staff must dress in a fashion that is appropriate for an elementary or secondary school setting. Support staff are professionals and their dress should be a compliment to the educational profession and a positive example for the students in our schools. Support staff are expected to dress in a manner that separates them from the student population. Their clothing should be modest, clean, neat, and in a manner appropriate to their assignments.

2. The faculty can wear jeans every day of the work week, except on Parent-Teacher Conferences, Open House, or other events deemed professional events by administration.
3. The district and school administration shall be held responsible for interpreting and implementing this policy.

STUDENT & TEACHER HANDBOOKS

1. Support staff will be given the opportunity to be a part of the handbook committee. Members of the committee can make recommendations for changes to the student or staff handbook.
2. Committees will be convened by April 15th of each year for the following school year.
3. The Staff Handbook will be available to all employees on the district's shared Google Drive.
4. The Student/Parent Handbook will be accessible on the school website.

HEALTH & SAFETY

Support employees shall report by email any safety concerns to the principal. These concerns will be forwarded to the safety committee.

FACULTY MEETINGS

Principals will provide support staff forty-eight (48) hours advanced notification of faculty meetings whenever possible. Meetings shall happen within contract hours.

PAID DUTIES

Refer to the Board approved extra duty stipend schedule.

TECHNOLOGY

Support staff shall not be disciplined or reprimanded due to technology problems that cause a failure to perform their job provided they have made every effort to do what was required including, but not limited to, reporting the problems immediately and using computers in other locations.

LEAVES

1. Sick Leave

- a. Support staff are entitled to ten (10) days, secretaries are entitled to (11) days of paid leave for personal illness, accidental injury or pregnancy, or illness or accidental injury in the immediate family. Support staff, whether or not they qualify for FMLA leave, may use sick leave for: personal illness; to care for a child or parent with a serious health condition; for the birth of a child and to care for that child, or placement for adoption or foster care of a child; medical or dental appointments of the employee or immediate family member.

2. Accumulation of sick leave

- a. Unused sick leave will accumulate from year-to-year as long as the employee remains continuously in the service of Liberty Public Schools.
- b. Accumulated sick leave may be used when absent for reasons covered under sick leave policy.

3. Family and Medical Leave Act

- a. It is the policy of the Liberty School District to comply fully with the requirements of the Family and Medical Leave Act of 1993. This Act requires that a covered employer provide up to twelve (12) work weeks of unpaid leave to eligible employees.

i. Eligible employees are those employees who:

1. Have been employed for at least one (1) year by the Liberty School District.
2. Worked at least 1,250 hours during the previous twelve (12) month period.
3. Have requested appropriate leave for a reason covered by the Act.

- b. Further FMLA leave and information may be obtained at the HR Office.

4. Personal Business Leave

- a. Support personnel will be granted, without loss of pay, three (3) days per year for personal leave.
- b. Unused personal business leave will be rolled over to sick leave if the employee returns the subsequent year.

5. Bereavement Leave

- a. Employees will be granted up to five (5) days for bereavement in the case of a death in the immediate family upon approval.
 - i. The term immediate family is defined to mean spouse, child or stepchild, parent, grandparent, grandchild, sibling or corresponding in-laws, or relative that resides permanently in the home of the employee.

6. Professional Leave

- a. If Administration reasons that an employee sponsored activity or an educational activity defined by the District requires that employee to be away from their regularly assigned duties, as an individual or with students, professional leave will be granted. Prior approval is required.

7. Donated Sick Leave

- a. Employees may choose to participate in the donation of sick leave to another district employee who has exhausted his/her accumulated sick leave.
- b. An employee covered by sick leave will be eligible for donated sick leave if he/she is suffering from extraordinary or severe illness, injury, impairment, physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate employment.
- c. Up to five (5) days may be donated by an employee if he/she chooses to donate.
- d. An employee can only ask for sick leave donations once every five (5) years.

SALARY

1) The District will provide a stipend for extra duties as approved by the board yearly.

2) Minimum Salary Schedule

- a) Paraprofessionals - \$12/ hr
- b) Maintenance - \$12/ hr
- c) Severe Needs Paraprofessional - \$16.50/ hr
- d) Bus Drivers - \$25/ hr
- e) Building Secretaries - \$14.66/ hr

3) Payroll – Support Staff

- a) Payroll will be dispersed on or before the 27th day of the month with the exception of the summer payroll which will be dispersed as follows:
 - i) May payroll will occur on or before the 27th day of the month.
 - ii) June payroll will be dispersed on the last contract day.
 - iii) The July payroll will be issued after the June State Aid Payment is made (mid-June).
- b) All payroll payments will be directly deposited for support employees.
- c) LSA/OEA/NEA dues will be deducted from salary.

4) Employee Retention Incentive

- a) In an effort to retain employees and recognize years of service within Liberty School District, employees will be paid \$500.00 at the end of every 5th year of consecutive service in the district. This incentive will be exempt from TRS.
- b) It is the responsibility of the employee to print and complete the Employee Retention Incentive form that is in the Employee Resource section of the district website and submit to HR by May 15th of the completing year.
- c) Incentive pay will be added to the employee's first paycheck of the next school year.

DURATION STATEMENT & SIGNATURES

1. The terms and conditions of the agreement shall remain in full force and effect until the end of the fiscal year, at which time the agreement may be continued upon the mutual consent of both parties for an additional fiscal year.
2. In witness whereof the Association has caused this agreement to be signed by its President and/or Bargaining Spokesperson, and the Board has caused this agreement to be signed by the President and Superintendent or Bargaining Spokesperson, on the 11th of September, 2023.

SCHOOL DISTRICT:

Mark Cotton
Board President

Phillip Caldwell
Superintendent

ASSOCIATION:

Victoria Offer
